

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 03-053

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

MOBILE HYDRAULIC HAMMER

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, February 19, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

EQUIPMENT AND PERFORMANCE SPECIFICATIONS
MOBILE HYDRAULIC HAMMER

1. APPLICATION

- 1.1 This Hydraulic Hammer will be utilized by the City of Lincoln in a variety of applications:
 - 1.1.1 Breaking/demolition of concrete, rock, asphalt, and other hard materials.
 - 1.1.2 Cutting/sectioning of asphalt and concrete pavement for excavation.
 - 1.1.3 Breaking of curb and gutter pan for removal.
- 1.2 All operations must be capable of being safely accomplished from a sitting position with a clear unobstructed view of critical areas.

2. MODEL

- 2.1 The equipment furnished under these specification shall be new, current year manufacture, that is the latest design and production, completely serviced, ready for operation, and including all standard equipment.
- 2.2 Hydraulic Hammer is to be of the 13,000 ft.-lb. Impact Energy Class with the following models listed as examples, intended solely to indicate the size, type and class of equipment desired.
 - 2.2.1 Arrow 1350 Series
- 2.3 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.4 Do not assume your standard equipment meets all detailed specifications merely because it is listed.

3. BID AWARD CRITERIA

- 3.1 Conformance to the Equipment Specifications concerning the size, type and class of Hydraulic Hammer offered, and the ability to provide specific equipment as indicated in the technical specifications.
- 3.2 The Hydraulic Hammers ability to satisfactorily perform in its intended application, as determined through the Field Test.
- 3.3 Bidders ability to provide the desired product support as indicated in the Warranty Requirements
- 3.4 Previous experience with both the bidder and product being offered.
- 3.5 Best overall value based on all costs provided in the bid proposal.
- 3.6 Delivery schedule.

4. FIELD TESTING

- 4.1 All responding bidders shall make available to The City of Lincoln a Hydraulic Hammer of the same model bid with similar equipment for evaluation of both machine performance and compatibility with the intended application.
- 4.2 A minimum of three (3) working days shall be required to effectively perform the desired evaluation.
- 4.3 Responding bidders shall make available a manufacturer or dealer representative to instruct City of Lincoln employees on the proper safety, operation and maintenance checks, prior to evaluation period.
- 4.4 The City of Lincoln shall return the Hydraulic Hammer clean, and with the same amount of fuel, and in the same condition as when received.
- 4.5 The City of Lincoln will not be responsible for any rental or transportation costs associated with this evaluation process.

5. TRADE-ALLOWANCE

5.1 Terms and Conditions

- 5.1.1 Trade-ins are offered on as-is, where-is basis: and no warranties whether expressed or implied are intended regarding the condition of the equipment or fitness of the equipment for specific applications.
- 5.1.2 In the event the City accepts bidders trade-in allowance, the bidder is responsible for all transportation of the equipment away from the City premises.
- 5.1.3 Bids conditioned upon the acceptance by the City of any or all trade-in allowances will not be considered.
- 5.1.4 The City reserves the right to include trade-in allowance in the evaluation of bids, or not to give any consideration to trade-in allowances.

5.2 Equipment List

- 5.2.1 City of Lincoln Equipment # 53082- Arrow M/N HJR1250 - S/N HJR 1250610

5.3 Equipment Inspection

- 5.3.1 Bidders shall contact Jim Chiles, Phone Number 402/441/4941 to arrange inspection of equipment offered as trade.
- 5.3.2 Maintenance history records are available upon request.

6. SIZE

- 6.1 Equipped per the following specification, SAE minium operating weight , 9,000 lbs.

7. TYPE

- 7.1 Self-Contained Mobile Hydraulic Hammer

8. ENGINE AND RELATED EQUIPMENT

- 8.1 Four cylinder, minimum 275 cid., turbocharged, diesel.
- 8.2 Net horsepower at rated RPM 80 minimum.
- 8.3 Dry type dual element air cleaner with ejector type precleaner.
- 8.4 Fuel priming pump.
- 8.5 Fuel filter with fuel/water separator.
- 8.6 Electric fuel shut off.
- 8.7 Thermal cold weather starting aid.
- 8.8 Safety fan guard.
- 8.9 Engine coolant to be manufactures recommended extended service to -35 F.
- 8.10 Heavy-duty cooling system with surge tank.
- 8.11 Engine coolant heater, 1,000 W, 110 volt.
- 8.12 Engine side enclosures.
- 8.13 Muffler with bent elbow or rain cap. (cab height vertical stack)

9. ELECTRICAL AND LIGHTING SYSTEMS

- 9.1 12 Volt electric start.
- 9.2 Heavy-duty maintenance-free battery, minimum 950 CCA capacity each.
- 9.3 Minimum, 65 AMP alternator.
- 9.4 Individual circuit protection.
- 9.5 High/Low beam head lights.
- 9.6 Directional signals and emergency flashers.
- 9.7 Clearance and brake lights.

- 9.8 Cab prewired for roof mounted strobe light.
- 9.9 Electric horn.(SAE J1446)
- 9.10 Electric reverse warning alarm. (SAE J994)
- 9.11 Cab interior light.
- 9.12 Instrument panel or gauge lights.

10. TRANSMISSION WITH CREEPER

- 10.1 Conventional standard, synchromesh type transmission.
- 10.2 18 MPH approximate road speed.
- 10.3 Minimum 3F-1R speeds.
- 10.4 Infinitely variable creep speeds up to 60 fpm, forward and reverse.
- 10.5 Safety interlock to prevent creep engagement when transmission is in gear.

11. REAR AXLE

- 11.1 3,000 lb. capacity non-driven.

12. FRONT AXLE

- 12.1 10,000 lb. capacity drive axle, with single speed hypoid gear differential.

13. STEERING

- 13.1 Full power, rear wheel steering.
- 13.2 Capable of emergency steering with engine not running.

14. BRAKES

- 14.1 Four wheel hydraulic independent system.
- 14.2 Mechanical parking brake.
- 14.3 Hydraulic parking brake.

15. TIRES

- 15.1 Drive tires: Traction tread load-range D - 8"x19.5"
- 15.2 Steering tires: Traction tread load-range D - 8.75"x16.5"
- 15.3 One spare front and rear wheel and tire, same brand and model shall be supplied.
- 15.4 Hydro-inflation is not desired or acceptable.

16. HYDRAULIC SYSTEM

- 16.1 Minimum 24 gallon reservoir.
- 16.2 Engine crankshaft driven, tandem hydraulic pump.
- 16.3 Minimum 44 gpm @ 1,750 psi. hammer drive pump section.
- 16.4 Minimum 16 gpm @ 1,500 psi. pump section to power all other hydraulic driven functions.
- 16.5 Heavy-duty hydraulic oil cooler.
- 16.6 Suction strainer with a return in-line filter.

17. HAMMER

- 17.1 Minimum 1,300 lb. hammer weight.
- 17.2 Capable of 13,000 lb. impact energy at full stroke.
- 17.3 1' to 9' maximum length of stroke.
- 17.4 Manual and automatic mechanical stroke control with cable adjust.
- 17.5 Hammer cycles to be approximately 42 per minute @ 24" stroke and 24 per minute @ full stroke.

18. LEAD AND TRAVERSE UNIT

- 18.1 One piece lead that lays back hydraulically for travel/transport.
- 18.2 Lead to be capable of 9 degree pivot to either side from vertical.
- 18.3 Hydraulically adjustable placement of lead to be a minimum of 68" from center line of tool.
- 18.4 Lead to traverse on long life machine type ways.

19. TOOLS

- 19.1 Arrow Part # 3001247 tool holder
- 19.2 Arrow Part # 3001235 heavy-duty breaker 8" x 11".
- 19.3 Arrow Part # 4001390 flex pins (Four each).
- 19.4 Arrow Part # 2000355 concrete wedge 4.5" x 20".

20. CAB AND RELATED EQUIPMENT

- 20.1 Cab shall be fully enclosed, steel construction with the following features and equipment:
 - 20.1.1 SAE J394 ROPS certified.
 - 20.1.2 Isolation mounted, with deluxe insulation and sound suppression.
 - 20.1.3 Heavy-duty rubber floor mat.
 - 20.1.4 Tinted safety glass with operable side windows.
 - 20.1.5 Interior and exterior rear view mirrors.
 - 20.1.6 Hand rails and access steps.
 - 20.1.7 Front windshield washer and wiper.
 - 20.1.8 Deluxe posture contour vinyl mechanical suspension seat.
 - 20.1.9 Seatbelt.
 - 20.1.11 Highest output heater available from manufacture, to include all ducting and fans for optimum window and windshield defrosting.
 - 20.1.12 Key locking door latches.
 - 20.1.13 All sun visors and anti-glare devices available to be provided.

21. INSTRUMENTATION

- 21.1 Highest level gauge, and monitor system available from manufacture, to include but not limited to the following:
 - 21.1.1 Engine coolant temperature.
 - 21.1.2 Engine oil pressure.
 - 21.1.3 Hydraulic fluid temperature.
 - 21.1.4 Ammeter
 - 21.1.5 Fuel level.
 - 21.1.6 Electric hour meter.
 - 21.1.7 Air filter restriction indicator.
 - 21.1.8 Tachometer
 - 21.1.9 Speedometer.
- 21.2 Engine shut down system for low engine oil pressure and high coolant temperature.

22. MISCELLANEOUS EQUIPMENT

- 22.1 250 ft. spare cable on roll.
- 22.2 Front and rear fenders.
- 22.3 Tool box.
- 22.4 Slow Moving Emblem.
- 22.5 Complete vandal protection system with locks to be keyed the same.
- 22.6 Manufacture standard paint.

- 22.7 One (1) service manual
- 22.8 One (1) parts manual
- 22.9 Two (2) operator manuals

23. WARRANTY REQUIREMENTS

- 23.1 Manufactures standard warranty shall apply.
- 23.2 Please provide warranty information with bid proposal.
- 23.3 To every extent possible, warranty repairs shall be performed on site at the Fleet Services Garage, 901 North 6th Street, Lincoln, NE.
 - 23.3.1 In the event the seller determines the unit must be taken to a authorized warranty facility to perform warranty repairs, all transportation shall be the responsibility of the successful bidder, at no cost to The City of Lincoln.

24. DELIVERY REQUIREMENTS

- 24.1 The successful bidder shall be responsible for delivery of the Hydraulic Hammer complete and ready for operation, to the Fleet Services Garage, 901 North 6th Street, Lincoln Nebraska, Monday through Friday 8:00 a.m. to 3:00 p.m.
- 24.2 The successful bidder shall provide a minimum of 2 hours of on-site operation and maintenance training, at the time of delivery.

Company Name _____

PROPOSAL
SPECIFICATION NO. 03-053
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, February 19, 2003

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	Mobile Hydraulic Hammer Mfg. _____ Model# _____	1 ea.	\$ _____	\$ _____
2.	Trade-in Allowance as Described in Section # 5 of the Specifications.	(Optional)		\$ _____
3.	New Machine Delivery Time ARO _____ Days			

Clarification:

- A.** Exceptions to any part of this bid document shall be clearly noted buy Item # on your company letterhead and signed by appropriate authority.

BID SECURITY REQUIRED: ___ YES
 ___ XX ___ NO

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE:
SEALED BID FOR SPEC.03-053

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.